

# **Exhibit C**



February 7, 2023

Mr. Gregory Jarvis  
1 GOOD CIR  
SALEM, Massachusetts 01970 United States  
Via email: [gregw.jarvis@gmail.com](mailto:gregw.jarvis@gmail.com)

Re: Post-Employment Restrictions

Dear Mr. Jarvis:

I write to you on behalf of Varonis Systems Ltd. (“Varonis”) concerning your Confidential Information, Invention Assignment and Arbitration Agreement, which you signed on June 26, 2014 (the “Agreement”). You signed the Agreement at the inception of your employment with Varonis.

Pursuant to the terms of the Agreement, you voluntarily agreed to refrain from accepting employment with a competitor of Varonis for one year from the date of termination of your employment with Varonis. In addition, you have a contractual and legal obligation to protect Varonis’ confidential business information against misappropriation or to benefit a third party.

We would also remind you of your obligations according to the Agreement to refrain from soliciting Varonis customers for one year.

In consideration for these modest restrictions, Varonis employed you in the position of a Account Manager, at a high compensation level and granted you Company equity at the value of hundreds of thousands of dollars and also provided you access to its confidential and sensitive information.

Varonis understands that you are about to started employment as in AppOmni, a direct competitor of Varonis. This constitutes a clear breach of the Agreement and threatens misappropriation of Varonis confidential information.

If you commence your employment with AppOmni, Varonis will protect its rights under the Agreement, as well as its legal and statutory rights, by asserting legal claims against you and anyone who assists you in violating Varonis’ rights.

Without derogating from any other remedy at Varonis’ disposal, we ask you to confirm in writing, by February 12, 2023, that you shall not commence employment with AppOmni.

Respectfully,

*Ilana Berman Nir*

Ilana Berman-Nir  
Senior Legal Counsel